SOUTH CAROLINA ELECTRIC & GAS COMPANY
REQUEST FOR PROPOSALS
FOR SOLAR PHOTOVOLTAIC DISTRIBUTED
ENERGY RESOURCES AT TWO DESIGNATED
SITES

AUGUST 21, 2014
1. Overview

South Carolina Electric & Gas Company (“Company”, or “SCE&G”), a subsidiary of SCANA Corporation, hereby issues this Request for Proposals (“RFP”) to solicit cost-effective alternatives for the integration of solar photovoltaic distributed energy resources into the SCE&G generation supply portfolio. Proposals submitted pursuant to this RFP for each site may be considered and evaluated against each other as part of a distributed energy resource program. Successful proposals to this RFP must include the sale to SCE&G of renewable energy generated from solar photovoltaic distributed energy resources by the bidder pursuant to a Purchased Power Agreement (“PPA”) and may include an option for the Company to purchase the solar photovoltaic distributed energy resource as specified in the final PPA.

2. RFP Communications

The web-based platform, PowerAdvocate (www.PowerAdvocate.com), will be utilized by SCE&G to administer this RFP. The use of PowerAdvocate will provide centralization of all communications between SCE&G and bidders, while maintaining confidentiality among bidders. All instructions, forms, and other information will be provided to bidders through PowerAdvocate. All proposals and other correspondence (including any questions asked by potential bidders and the associated responses) concerning this RFP must also be submitted through PowerAdvocate. Individual questions submitted by bidders will be posted with responses via PowerAdvocate for the benefit of all bidders. It is the bidders’ responsibility to check PowerAdvocate for any posted questions and responses or any other updated information pertaining to this RFP.

Questions will be accepted from bidders via PowerAdvocate by SCE&G until 5:00 PM Eastern Prevailing Time (“EPT”) on September 22, 2014.

For bidders with an existing PowerAdvocate Supplier Account:
Please share your interest in reviewing the RFP documents via an e-mail to SCEGSolarRFP@scana.com (must include full company name, contact name, and e-mail address). An invitation to the RFP event will be forwarded following receipt of your e-mail.

For bidders who require a new PowerAdvocate Supplier Account:
To access the RFP event website, bidders must register their company information on the PowerAdvocate website at www.PowerAdvocate.com. Please allow at least one (1) business day for your registration to be completed. Once PowerAdvocate has accepted your registration, please share your interest in reviewing the RFP documents via an e-mail to SCEGSolarRFP@scana.com (must
include full company name, contact name, and e-mail address). An invitation to the event will be forwarded following receipt of your e-mail.

Planned communications that occur during the Mandatory Bidder Meetings (see RFP Schedule in Section 6) for each SCE&G-designated site are the only communications allowed outside of PowerAdvocate platform prior to 5:00 PM EPT on Proposal Due Date as specified in Section 6. Prohibited contact with any SCE&G representative about this RFP, other than through the PowerAdvocate platform, may result in disqualification of the bidder from this RFP process.

3. **Location & Amount**

The Company requests proposals to purchase the output of renewable and environmentally-sensitive fixed tilt solar photovoltaic distributed energy resources to be located at each of the following SCE&G-designated sites.

<table>
<thead>
<tr>
<th>Site</th>
<th>Location Description</th>
<th>Approximate Generating Capability Required at the Delivery Point (kW-AC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>Otarre Solar Project</td>
<td>3,800</td>
</tr>
<tr>
<td>#2</td>
<td>Leeds Avenue Solar Project</td>
<td>500</td>
</tr>
</tbody>
</table>

Bidders may submit proposals for projects located at either or both of the SCE&G-designated sites. However, all proposals submitted for either of the SCE&G-designated sites must provide the full amount of Generating Capability Required at the site. **To be eligible to submit a proposal, all bidders for each site are required to attend the Mandatory Bidder Meeting to be held at each site.**

Land lease costs will be negotiated at market pricing and included in any final PPA executed as a result of this RFP. **No specific land lease costs should be included in the pricing of proposals submitted in response to this RFP.** Once the land lease costs are determined, the management of such costs will be addressed in the final negotiations of any PPA resulting from this RFP.

See ATTACHMENT A for aerial view, site map, and other pertinent information for each of the SCE&G-designated sites.

The location site preparation scope is anticipated to be divided as described below, and this information will be provided at the Mandatory Bidder Meeting for each site:

a) SCE&G shall provide initial topographical survey information which is to include contour elevations, existing roads, easements, utilities, property boundaries, and 100 year flood plain elevations information.

b) SCE&G shall provide a preliminary geotechnical investigation and report for the Otarre site.

c) SCE&G shall provide single-line and interconnection design guide.
d) The successful bidder will utilize each site as is.

4. **Transmission, Ancillary Services, and Interconnection Requirements**

SCE&G will take delivery on its system at the point of interconnection for each project (“Delivery Point”). As required by Federal Energy Regulatory Commission (FERC) regulations, SCE&G Transmission evaluates all generator interconnections and operates independently of the other SCE&G departments. Generator Interconnection and costs will be identified and charged by SCE&G Transmission. SCE&G has initiated the interconnection process for the SCE&G-designated sites listed above and will be responsible for land acquisition and initial grading only at these locations. Since SCE&G has initiated the interconnection process for the SCE&G-designated sites, there is no need for potential bidders to submit additional interconnection requests. The ultimate responsibility for execution of and all costs associated with the interconnection process will be assigned and/or charged to the successful bidder for each site. The successful bidder for each site will be required to enter into an interconnection agreement based on the nature of the required interconnection, in accordance with SCE&G’s Open Access Transmission Tariff (“OATT”). Since the actual interconnection costs are not known as of the issuance of this RFP, **no specific interconnection costs should be included in the pricing of proposals submitted in response to this RFP.** Once the interconnection costs are known, the management of such costs will be addressed in the final negotiations of any PPA resulting from this RFP.

Bidders may refer to the SCE&G OATT and the SCE&G OATT Rules, Standards, and Practices to obtain additional information concerning the process required to establish an interconnection with the SCE&G transmission or distribution system ([http://www.oasis.oati.com/scmeg/index.html](http://www.oasis.oati.com/scmeg/index.html)).

5. **Curtailment**

The appropriate reliability entities may require generation curtailment, among other actions, at the projects to preserve the safe and reliable operation of the transmission and distribution grid. Suppliers under any PPA resulting from this RFP will have the obligation to operate the generation facility in a manner that preserves grid reliability and safety, and are solely responsible for any lost revenue associated with such curtailment of their generating facility.
6. **RFP Schedule**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>August 18, 2014</td>
</tr>
<tr>
<td>Mandatory Bidder Meeting – Otarre Site</td>
<td>September 3, 2014 (10:00 a.m. EPT)</td>
</tr>
<tr>
<td>Mandatory Bidder Meeting – Leeds Avenue Site</td>
<td>September 3, 2014 (3:00 p.m. EPT)</td>
</tr>
<tr>
<td>Intent to Bid/Bidder Contact Information Form Due Date</td>
<td>September 8, 2014</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>October 3, 2014</td>
</tr>
<tr>
<td>SCE&amp;G Evaluation Complete</td>
<td>October 31, 2014</td>
</tr>
<tr>
<td>Begin Contract Negotiations</td>
<td>November 3, 2014</td>
</tr>
<tr>
<td>Contract(s) Executed</td>
<td>December 1, 2014</td>
</tr>
</tbody>
</table>

**Bidders must submit proposals through PowerAdvocate by 5:00 PM EPT on the Proposal Due Date listed in the table above.** A complete RFP submission shall include all items requested in the RFP Response Package (ATTACHMENT B). No Proposals will be accepted after 5:00 PM EPT on the Proposal Due Date.

Successful bidder(s) must begin construction activities by before December 15, 2014, and the unit(s) should be commercially operational by April 30, 2014.

7. **RFP Documentation/Forms in RFP Response Package (ATTACHMENT B)**

<table>
<thead>
<tr>
<th>Form</th>
<th>Description</th>
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<tbody>
<tr>
<td>Intent to Bid/Bidder Contact Information Form</td>
<td>Provides Organization and Primary Contact Information.</td>
</tr>
<tr>
<td>Executive Summary</td>
<td>Provides a general description of the proposal.</td>
</tr>
<tr>
<td>Proposal Characteristics and Term Sheet</td>
<td>Provides specific characteristics and terms of the proposal.</td>
</tr>
<tr>
<td>Special Considerations Form (Optional)</td>
<td>Provides a detailed description of any exceptions, clarifications, and special considerations not addressed elsewhere in the proposal.</td>
</tr>
<tr>
<td>Bidder Financial Information Form</td>
<td>Provides information to assist SCE&amp;G in determining the financial strength of the bidder.</td>
</tr>
</tbody>
</table>
All forms listed above, unless otherwise indicated, are mandatory. All forms, other than the Intent to Bid/Bidder Contact Information Form, are due on the Proposal Due Date, and must be submitted by each bidder in accordance with the RFP Schedule provided in Section 6.

Bidders must also provide a completed Solar Array Summary (provided as ATTACHMENT C) with each proposal.

As specified in Section 16, all bidders must execute the Confidentiality Agreement (provided as ATTACHMENT D) and are required to include the executed Confidentiality Agreement with the proposal submittal.

8. **Proposal Review and Contract Negotiations**

SCE&G will review all proposals for completeness. SCE&G may request that a bidder provide additional information or clarification to its initial proposal. SCE&G will make such requests via PowerAdvocate and specify a deadline for response. Failure to provide the requested information or clarification by the deadline may result in disqualification of the proposal. SCE&G may select any number of proposals for further consideration.

Proposals submitted pursuant to this RFP will be considered and evaluated against each other. Proposals will be evaluated, in the sole discretion of SCE&G, based on pricing as well as other considerations including but not limited to location, credit, relevant experience, permitting, and deliverability. During the evaluation process, SCE&G may or may not choose to initiate discussions with one or more bidders. Correspondence with bidders shall in no way be construed as commencing contract negotiations.

SCE&G will notify any bidder(s) of its interest in commencing contract negotiations. SCE&G’s commencement of and participation in negotiations shall not be construed as a commitment to execute a contract. If a contract is negotiated, it will not be effective unless and until it is fully executed. SCE&G reserves the right at any time, during contract negotiations, at its sole discretion, to terminate or, once terminated, to resume negotiations with a bidder. SCE&G may require that certain provisions be included in its contracts. Such provisions may include, but are not limited to, financial assurance (depending on the financial means and historical performance of the bidder), indemnification, liquidated damages for non-performance, and the ability of SCE&G to reassign its entire rights, or a portion thereof, to the contract to another party. This RFP contains general guidelines and requirements for developing and submitting proposals. Nothing herein shall be construed to bind SCE&G unless and until a contract with a bidder has been successfully negotiated and executed, and is effective. Once effective, the contract will govern the relationship between and responsibilities of the parties. The costs for responding to the RFP and contract negotiations are the responsibility of the bidder.
9. **Financial Requirements**

To qualify as an eligible bidder, an entity must have been in the solar photovoltaic development business for a minimum of two (2) years (as of the Proposal Due Date) and have a book value/net equity of at least $10 million.

Bidders must provide detailed financial information as part of any proposal. This information shall include two years of audited financial statements or the equivalent for bidders and other responsible parties (including any entities that would provide parental guaranties). In addition, bidders shall provide a detailed plan for financing the proposed project during construction and operation throughout the term of a PPA, including any financing commitments that the bidder has obtained. A bidder selected for further negotiations may be required, per the terms of the resulting PPA, to provide some form of security such as a guaranty, surety bond, or letter of credit. The cost of any such credit support should be factored into any proposals submitted in response to this RFP. Any PPA executed as a result of this RFP will be conditioned upon and subject to the successful bidder maintaining the financial creditworthiness required to perform their responsibilities according to the PPA. The details of any additional financial requirements will be addressed with each bidder, as required, prior to final contract negotiations.

10. **Project Feasibility, Permits, Licenses, and Approvals**

Per the technical specifications defined in this RFP (see APPENDIX 1), proposals must demonstrate the feasibility of all construction requirements and schedules for every aspect of the project(s) including, but not limited to equipment availability and delivery, and any other related considerations. In addition, the successful bidder will be completely and solely responsible for acquiring all licenses, permits, and other regulatory approvals, environmental or otherwise, required by federal, state, or local government laws, regulations, or ordinances for the proposal. The successful bidder will also be completely and solely responsible for ensuring that the implementation of any PPA executed as a result of this RFP is carried out in full compliance with any changes, modifications, or additions to environmental or other laws, regulations, and ordinances.

11. **Tax Credits and/or Project Incentives**

Bidders proposing a PPA shall bear all risks, financial and otherwise, associated with the facility’s eligibility to receive any and all tax credits, and any other grants or incentives as proposed in the bidder’s RFP submittal upon such time as project award.

The obligations of the successful bidder to perform under any PPA executed as a result of this RFP shall be effective and binding regardless of whether the sale of the output from the successful bidder’s facility under such agreement is eligible for, or receives production credits, investment tax credits, or other identified tax credits/incentives during the term of the PPA.
12. Advertising and Promotion

Any PPA resulting from this RFP must include a provision giving SCE&G the right to display signs and promotional materials on-site and/or off-site, to include electronic media, with the SCE&G and/or SCANA logos and other information about the project and/or site deemed pertinent by SCE&G. Any signs will comply with all applicable sign ordinances, and successful bidder shall not withhold consent or prohibit access necessary to construct or install such signage in highly visible locations on the site. A provision must also be included giving SCE&G and/or SCANA the right to conduct tours at the site(s) and implement ongoing educational and community programs at the site.

13. Use of SCE&G’s Name, Intellectual Property

In reference to this RFP, Bidder shall not use SCE&G’s name as a reference. Bidder’s usage of SCE&G’s servicemark, logos, or any other such Intellectual Property is strictly prohibited.

14. SCE&G Reservation of Rights and Disclaimers

The Company reserves the right, without qualification and at its sole discretion, to reject any or all of the proposals received for any reason and further reserves the right without qualification and at its sole discretion to decline to enter into a PPA with any bidder. SCE&G reserves the right to modify, suspend, or cancel this RFP at any time for any reason.

Bidders who submit proposals do so without recourse against the Company, its parent Company, SCANA Corporation, or any of its affiliates or subsidiaries for either rejection of their proposal(s) or for not executing a PPA for any reason.

The Company reserves the right to contact bidders to request additional information on any aspect of any proposal. Any bidders selected for further consideration will be notified and contacted to begin discussions that may lead to a mutually-agreeable PPA.


It shall be the complete and sole responsibility of the successful bidder to take all necessary actions to satisfy any regulatory requirements including, but not limited to, all licenses and permits that may be imposed on the successful bidder by any federal, state, or local authority concerning the generation, sale and/or delivery of the power. The Company will cooperate with the successful bidder to provide information or such other assistance, as may reasonably be necessary for the successful bidder to satisfy such regulatory requirements. The successful bidders shall likewise provide such information or assistance to the Company.
The successful bidder shall be completely and solely responsible for obtaining and paying for any regulatory allowances, fees, licenses, permits, approvals, or taxes that may be required for the generation, sale and/or delivery of power.

Any PPA that the Company enters into with a successful bidder is subject to approval and/or acceptance without substantial change by any and all regulatory authorities that have, or claim to have, jurisdiction over any or all of the subject matter of this RFP.

16. Confidentiality

SCE&G will require the execution of the formal Confidentiality Agreement, provided as ATTACHMENT D, by each bidder submitting a proposal. All bidders must include the executed Confidentiality Agreement with the proposal submittal.

17. Exceptions and Clarifications

Bidder is required to list any exceptions, clarifications, or considerations in the Special Considerations Form, located in ATTACHMENT B. No further exceptions, clarifications or considerations will be accepted after the bid closing date.

18. APPENDICES

Please refer to the following Appendices for additional information:

APPENDIX 1
TECHNICAL SPECIFICATIONS FOR SCE&G’S REQUEST FOR PROPOSALS FOR SOLAR PHOTOVOLTAIC DISTRIBUTED ENERGY RESOURCES AT TWO DESIGNATED SITES

19. ATTACHMENTS

Please refer to the following Attachments for additional information:
ATTACHMENT A
AERIAL VIEWS/SITE MAPS FOR SCE&G-DESIGNATED SITES

ATTACHMENT B
RFP RESPONSE PACKAGE

ATTACHMENT C
SOLAR ARRAY SUMMARY

ATTACHMENT D
CONFIDENTIALITY AGREEMENT
20. **ELECTRONIC FILES**

The following electronic files are referenced in APPENDIX 1 and provided for bidders use:

- Charleston Intl AP (722080TY).csv [TMY3 Weather Data]
- Columbia Metropolitan Intl AP (723100TY).csv [TMY3 Weather Data]